

PREPARED BY AND RETURN TO:

Deborah Hogan, Esquire  
The Hogan Law Firm LLC  
20 So. Broad Street  
Brooksville, Florida 34601  
352-799-8423

Sumter 466A Parcel 19  
Parcel ID G05E006

[Space above This Line for Recording Data]

**PERPETUAL SIDEWALK EASEMENT**

With automatic Extinguishment Clause

THIS PERPETUAL SIDEWALK EASEMENT ("Easement"), made and executed this 16<sup>th</sup> day of May, 2012, by JANE W.M. BRUMBAUGH and A. LEIGH McBRIDE, having a mailing address of P.O.BOX 936, Wildwood, Florida 34785 ("Grantor") to SUMTER COUNTY, FLORIDA, a political subdivision of the State of Florida, having a mailing address of 7375 Powell Road, Wildwood, Florida 34785 (the "Grantee").

WITNESSETH:

WHEREAS Grantor was the fee owner of a certain portion of real property situated along CR 466A in Sumter County, Florida which real property was conveyed to Grantee as part of the construction project along CR466A ("Project").

WHEREAS Grantor retained fee ownership of certain other portions of real property situated along CR 466A in Sumter County, Florida ("Grantor's Property") which includes a portion of property referred to hereinafter as the "Sidewalk Easement Premises"; and

As part of the Project, the Grantee planned to construct a sidewalk within the Grantee-owned real property, however situated within the Grantee-owned property is a large tree(s), more specifically identified on the Sketch attached as Exhibit A which tree(s) the parties do not desire to disturb or remove ("Signature Tree") in order to complete construction of the sidewalk; and

WHEREAS the parties hereto have determined that it is in their best interest for the Grantor to grant and the Grantee to accept a perpetual sidewalk easement in and along that portion of Grantor's Property designated herein as the Sidewalk Easement Premises and more specifically described as:

That part of:

Lot 6, a Plat of Sunny Dell, according to the map or plat thereof recorded in Plat Book 2, Page 16 1/2, of the Public Records of Sumter County, Florida.

lying within the following-described parcel of land:

COMMENCE AT A 6-INCH SQUARE CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; (SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA); THENCE ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 5 RUN S00°02'57"E, A DISTANCE OF 2652.74 FEET TO A 1/2-INCH IRON ROD MARKING THE WEST 1/4 CORNER OF SECTION 5; (SAID POINT ALSO BEING THE EAST 1/4 CORNER OF SECTION 6); THENCE ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 5 RUN S00°03'04"E, A DISTANCE OF 2.20 FEET TO THE CENTERLINE OF SURVEY OF COUNTY ROAD 466-A; SAID POINT ALSO BEING STATION 18+12.92 OF SAID CENTERLINE; THENCE ALONG SAID CENTERLINE OF SURVEY RUN S89°58'06"E A DISTANCE OF 1942.51 FEET TO STATION 37+55.08; THENCE DEPARTING SAID CENTERLINE OF SURVEY RUN N00°01'54"E, A DISTANCE OF 36.00 FEET TO THE PROPOSED NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 466-A FOR THE POINT OF BEGINNING; SAID POINT BEING ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 49.00 FEET TO WHICH A RADIAL LINE BEARS S18°20'59"E; THENCE RUN NORTHEASTERLY 4.35 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 05°05'16", CHORD BEARING AND DISTANCE OF N69°06'24"E, 4.35 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 56.00 FEET; THENCE RUN EASTERLY 45.88 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 46°56'16", CHORD BEARING AND DISTANCE OF S89°58'06"E, 44.60 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 49.00 FEET; THENCE RUN SOUTHEASTERLY 4.35 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 05°05'16" TO THE POINT OF CUSP ON THE AFORESAID PROPOSED RIGHT-OF-WAY LINE; THENCE ALONG SAID RIGHT-OF-WAY LINE RUN N89°58'06"W, 52.73 FEET TO THE POINT OF BEGINNING.

THE LAND HEREIN DESCRIBED CONTAINS 198 SQUARE FEET, MORE OR LESS.



PROVIDED ALWAYS HOWEVER, that this grant of easement shall automatically lapse, terminate and become null and void on the date the last of the Signature Oak Tree(s) are deemed to be no longer alive or viable as determined by the then acting County Director of Public Works and the re-location of the sidewalk onto County-owned property, or, by an express release of the Sidewalk Easement Area made by the Grantee in favor of the Grantor. Compliance with this requirement may be evidenced by a Confirmatory grant (deed) recorded in the public records of Sumter County Florida.

NOW THEREFORE, the Grantor, for and in consideration of the sum of Ten Dollars and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the Grantee, its successors and assigns, a perpetual sidewalk easement for the purpose of clearing said lands as needed to excavate, construct, and maintain a sidewalk in connection with the Grantee's road widening project along CR 466A.

The rights granted herein shall not be construed to interfere with or restrict the Grantor, its successors and assigns, from the use of the Sidewalk Easement Area, including without limitation the construction and maintenance of gardens, shrubs, landscaping and other improvements along or adjacent to the Sidewalk Easement Area, so long as the same do not interfere with the Grantee's use and maintenance of the Sidewalk Easement Area for the purposes set forth herein.

The rights granted herein are in reliance upon Grantee's representation of the following: (i) that Grantor shall in no way be obligated under this Agreement to construct, improve, repair, replace and/or maintain the sidewalk constructed by the Grantee within the Sidewalk Easement Area, nor does the Grantor assume any liability or responsibility to Grantee, its invitees, agents, successors or assigns, or persons authorized by Grantee to use the Easement Area, other than for the negligent acts of the Grantor, its employees, invitees, agents, successors or assigns; (ii) that Grantee hereby assumes all maintenance and repair responsibility and costs of its improvements constructed within the Easement Area; and (iii) that Grantee further assumes all risk of loss, damage or injury to its property (real or personal) or for any personal injury of third parties arising from any use of its improvements constructed within the Easement Area, and, without waiving its right to sovereign immunity and to the extent allowed by Florida Statutes, Section 768.28 (2009).

IN WITNESS WHEREOF, Grantor has caused these presents to be duly executed the date first above written.

Signed, sealed and delivered in the presence of: Two witnesses required by Florida Law

Edward H. Sumners  
SIGNATURE LINE  
PRINT/TYPE NAME: Edward H. Sumners

John H. Attas Jr.  
SIGNATURE LINE  
PRINT/TYPE NAME: John H. Attas Jr.

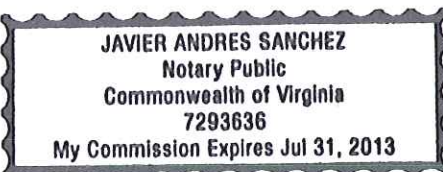
Jill Doherty  
SIGNATURE LINE  
PRINT/TYPE NAME: Jill Doherty

Katherine A. Cates  
SIGNATURE LINE  
PRINT/TYPE NAME: Katherine A. Cates

STATE OF FLORIDA Virginia

COUNTY OF SUMTER SPOTSWYLVANIA

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of MAY, 2012, by JANE W.M. BRUMBAUGH, who is personally known to me or who has produced Florida Driver's License as identification.



PRINT/TYPE NAME: JAVIER A. Sanchez  
Notary Public in and for the  
County and State last aforesaid.  
My Commission Expires: 07/31/2013  
Serial No., if any: 729 3636

STATE OF FLORIDA  
COUNTY OF Sumter

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of MAY, 2012, by A. LEIGH McBRIDE, who is personally known to me or who has produced \_\_\_\_\_ as identification.

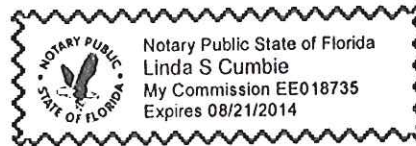
Linda S Cumbe  
PRINT/TYPE NAME: LINDA S CUMBE

Notary Public in and for the  
County and State last aforesaid.

My Commission Expires: 8-21-2014

Serial No., if any: \_\_\_\_\_

NOTARIZE







## OWNER'S POLICY OF TITLE INSURANCE (with Florida Modifications)

Policy Number **OXFL-08085781**

Issued by Old Republic National Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

### COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation (the "Company") insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

Issued through the Office of:  
**HOGAN LAW FIRM**  
20 SOUTH BROAD STREET  
BROOKSVILLE, FL 34601  
Phone: 352-799-8423

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

Authorized Signature

By

President

Attest

Secretary

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
    - (i) the occupancy, use, or enjoyment of the Land;
    - (ii) the character, dimensions, or location of any improvement erected on the Land;
    - (iii) the subdivision of land; or
    - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
  3. Defects, liens, encumbrances, adverse claims, or other matters
    - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
    - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
    - (c) resulting in no loss or damage to the Insured Claimant;
    - (d) attaching or created subsequent to Date of Policy or
    - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
  4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
    - (a) a fraudulent conveyance or fraudulent transfer; or
    - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
  5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

### CONDITIONS

#### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.-

#### 2. CONTINUATION OF INSURANCE

- (a) The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in

the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

**3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT**

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

**4. PROOF OF LOSS**

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

**5. DEFENSE AND PROSECUTION OF ACTIONS**

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

**6. DUTY OF INSURED CLAIMANT TO COOPERATE**

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

**7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.  
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.  
Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
  - (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
  - (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

**8. DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
  - (i) the Amount of Insurance; or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
  - (i) the Amount of Insurance shall be increased by 10%, and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

**9. LIMITATION OF LIABILITY**

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

**10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

**11. LIABILITY NONCUMULATIVE**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

**12. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

**13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

**14. ARBITRATION**

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of a controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorney's fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

**16. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**17. CHOICE OF LAW; FORUM**

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499.



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**SCHEDULE A**

Name and Address of Title Insurance Company:  
**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
400 Second Avenue South  
Minneapolis, MN 55401-2499

ORT File No.: 11082190

Policy Number: OXFL-08085781

Agent File No.: 11-169

Address Reference: FL

Amount of Insurance: \$20,000.00

Premium: \$115.00

Date of Policy: May 25, 2012 at 9:56 am

1. Name of Insured:

SUMTER COUNTY, a political subdivision of the State of Florida

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

SUMTER COUNTY, a political subdivision of the State of Florida

4. The Land referred to in this Policy is described as follows:

See Attached Legal Description



## **SCHEDULE B**

### **EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes: encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on adjoining land.
2. Rights or claims of parties in possession.
3. Construction, Mechanic's, Contractor's or Materialmen's lien claims, if any, where no notice thereof appears of record.
4. Easements or claims of easements not shown by the public records.
5. General or special taxes and assessments required to be paid in the year 2012, and subsequent years, which are not yet due and payable.
6. Any lien provided by County Ordinance or by Ch. 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
7. All matters contained on the Plat of A Plat of Sunny Dell, as recorded in Plat Book 2, Page 16 1/2.
8. Perpetual Sidewalk Easement executed May 16, 2012 by Jane W.M. Brumbaugh and A. Leigh McBride, to Sumter County, Florida, a political subdivision of the State of Florida, recorded May 25, 2012 in Official Record Book 2451, Page 743 of the Public Records of Sumter County, Florida.

**NOTE:** All recording references in this policy shall refer to the Public Records of Sumter County, unless otherwise noted.

**EXHIBIT A**

**PARCEL NO. 19**

**COUNTY ROAD 466-A**

That part of:

Lot 6, a Plat of Sunny Dell, according to the map or plat thereof recorded in Plat Book 2, Page 16 1/2, of the Public Records of Sumter County, Florida.

lying within the following-described parcel of land:

COMMENCE AT A 6-INCH SQUARE CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; (SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA); THENCE ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 5 RUN S00°02'57"E, A DISTANCE OF 2600.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°02'57"E, A DISTANCE OF 52.64 FEET TO A 1/2-INCH IRON ROD MARKING THE WEST 1/4 CORNER OF SECTION 5; (SAID POINT ALSO BEING THE EAST 1/4 CORNER OF SECTION 6); THENCE ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 5 RUN S00°03'04"E, A DISTANCE OF 2.20 FEET TO THE CENTERLINE OF SURVEY OF COUNTY ROAD 466-A; SAID POINT ALSO BEING STATION 18+12.57 OF SAID CENTERLINE; THENCE ALONG SAID CENTERLINE OF SURVEY RUN S89°58'06"E A DISTANCE OF 2527.43 FEET TO STATION 43+40; THENCE DEPARTING SAID CENTERLINE OF SURVEY RUN N00°01'54"E, A DISTANCE OF 0.97 FEET TO THE EAST-WEST MID-SECTION LINE OF SECTION 5; THENCE CONTINUE N00°01'54"E, A DISTANCE OF 31.97 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 22,958.00 FEET AND A CHORD BEARING AND DISTANCE OF N89°30'02"W, 374.93 FEET TO WHICH A RADIAL LINE BEARS N00°58'02"E; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 0°56'09", AN ARC DISTANCE OF 374.93 FEET TO A POINT OF TANGENCY; THENCE RUN N89°58'06"W, A DISTANCE OF 917.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 22,878.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°04'40", AN ARC DISTANCE OF 829.67 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 7,540.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°05'06", AN ARC DISTANCE OF 405.97 FEET TO THE POINT OF BEGINNING.



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Old Republic National Title Insurance Company  
1410 N. Westshore Blvd. Ste. 800  
Tampa, Florida 33607

Revised Date: April 26, 2012 12:10 pm

**SCHEDULE A**

FILE NO.: 11082190 PJG

Agent File # 11-169

County: Sumter

1. Effective Date: April 19, 2012 at 8:00 A.M.

2. Policies to be Issued:

Proposed Amount of Insurance:

(a) ALTA 2006 OWNER'S POLICY  
(with Florida Modifications)  
Proposed Insured:

Amount: 20,000.00

Premium: \$

Sumter County, a political subdivision of the State of Florida

(b) ALTA 2006 LOAN POLICY  
(with Florida Modifications)  
Proposed Insured:

Amount: N/A

Premium: \$

N/A

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

Jane W.M. Brumbaugh and A. Leigh McBride

5. The land referred to in this Commitment is described as follows:

See Attached Legal Description



**SCHEDULE B - SECTION I  
REQUIREMENTS**

Requirements:

1. Payment of the full consideration to, or for the account, of, the grantors or mortgagors.
2. Instrument(s) necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record:
  - a) Warranty Deed from Jane W.M. Brumbaugh and A. Leigh McBride, joined by their spouse(s), if married, or include non-homestead language, to the proposed insured.
3. Other instruments which must be properly executed, delivered and duly filed for record, and/or other matters which must be furnished to the company:
  - a) Satisfaction of the mortgage from Jane W.M. Brumbaugh, a single person and A. Leigh McBride, a single person to First Federal Savings Bank of Lake County recorded March 28, 2000 and recorded in O.R. Book 796, Page 432.
  - b) Intentionally Deleted.
  - c) Submit proof that all municipal charges and assessments and all municipal service charges for water, sewer and waste collection, if any, are paid.
  - d) Obtain written authorization from the company to issue the commitment if the amount of the policy or policies to be issued exceeds your agency limits.

**NOTE:** All recording references in this commitment/policy shall refer to the Public Records of Sumter County, unless otherwise noted.

**SCHEDULE B SECTION II IS CONTINUED ON AN ADDED PAGE**

**SCHEDULE B - SECTION II**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on adjoining land.
3. Rights or claims of parties in possession.
4. Construction, Mechanic's, Contractors' or Materialmen's lien claims, if any, where no notice thereof appears of record.
5. Easements or claims of easements not shown by the public records.
6. General or special taxes and assessments required to be paid in the year 2012 and subsequent years.
7. Any lien provided by County Ordinance or by Ch. 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
8. All matters contained on the Plat of A Plat of Sunny Dell, as recorded in Plat Book 2, Page 16 1/2.

Note: Taxes for the year 2012 became a lien on the land January 1st although not due or payable until November 1st of said year. Taxes for the year 2011 in the amount of \$1,405.01 are Paid. Tax ID Number G05E006.

EXHIBIT A

PARCEL NO. 19

COUNTY ROAD 466-A

That part of:

Lot 6, a Plat of Sunny Dell, according to the map or plat thereof recorded in Plat Book 2, Page 16 1/2, of the Public Records of Sumter County, Florida.

lying within the following-described parcel of land:

COMMENCE AT A 6-INCH SQUARE CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; (SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA); THENCE ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 5 RUN S00°02'57"E, A DISTANCE OF 2600.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°02'57"E, A DISTANCE OF 52.64 FEET TO A 1/2-INCH IRON ROD MARKING THE WEST 1/4 CORNER OF SECTION 5; (SAID POINT ALSO BEING THE EAST 1/4 CORNER OF SECTION 6); THENCE ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 5 RUN S00°03'04"E, A DISTANCE OF 2.20 FEET TO THE CENTERLINE OF SURVEY OF COUNTY ROAD 466-A; SAID POINT ALSO BEING STATION 18+12.57 OF SAID CENTERLINE; THENCE ALONG SAID CENTERLINE OF SURVEY RUN S89°58'06"E A DISTANCE OF 2527.43 FEET TO STATION 43+40; THENCE DEPARTING SAID CENTERLINE OF SURVEY RUN N00°01'54"E, A DISTANCE OF 0.97 FEET TO THE EAST-WEST MID-SECTION LINE OF SECTION 5; THENCE CONTINUE N00°01'54"E, A DISTANCE OF 31.97 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 22,958.00 FEET AND A CHORD BEARING AND DISTANCE OF N89°30'02"W, 374.93 FEET TO WHICH A RADIAL LINE BEARS N00°58'02"E; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 0°56'09", AN ARC DISTANCE OF 374.93 FEET TO A POINT OF TANGENCY; THENCE RUN N89°58'06"W, A DISTANCE OF 917.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 22,878.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°04'40", AN ARC DISTANCE OF 829.67 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 7,540.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°05'06", AN ARC DISTANCE OF 405.97 FEET TO THE POINT OF BEGINNING.



CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company whether or not based on negligence arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued will contain the following arbitration clause: Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request



## Commitment for Title Insurance (with Florida Modifications)

Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

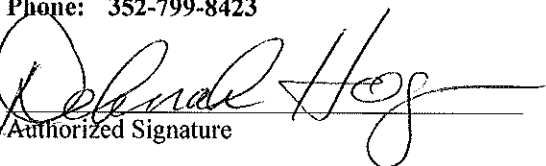
The company will provide a sample of the policy form upon request.



This Commitment shall not be valid or binding until countersigned by an authorized office of the Company or an agent of the Company.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Issued through the Office of:  
**HOGAN LAW FIRM**  
**20 SOUTH BROAD STREET**  
**BROOKSVILLE, FL 34601**  
Phone: 352-799-8423

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

  
Authorized Signature

By  President  
Attest  Secretary

## A. Settlement Statement

## B. Type of Loan

|                               |                                     |                                       |                          |                |                          |
|-------------------------------|-------------------------------------|---------------------------------------|--------------------------|----------------|--------------------------|
| <input type="radio"/> 1. FHA  | <input type="radio"/> 2. FmHA       | <input type="radio"/> 3. Conv. Unins. | 6. File Number<br>11-169 | 7. Loan Number | 8. Mortg. Ins. Case Num. |
| <input type="radio"/> 4. V.A. | <input type="radio"/> 5. Conv. Ins. |                                       | ID:                      |                |                          |

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER: **Sumter County Board of County Commissioners, Garry Breeden, Chairman**

Address of Borrower: 7375 Powell Road (CR139), Wildwood, Florida

E. NAME OF SELLER: Jane W.M. Brumbaugh, a single woman and A. Leigh McBride, a married woman

Address of Seller: P O BOX 936, Wildwood, Florida 34785

TIN:

F. NAME OF LENDER:

Address of Lender:

G. PROPERTY LOCATION: 601 Gray Ave, Wildwood, Florida 34785

H. SETTLEMENT AGENT: The Hogan Law Firm, LLC

Place of Settlement: 20 S. Broad Street, Brooksville, Florida 34601

TIN: 06-1666154

Phone: 352-799-8423

I. SETTLEMENT DATE: 5/17/12

DISBURSEMENT DATE: 5/17/12

| J. Summary of borrower's transaction   |           | K. Summary of seller's transaction   |            |
|--|-----------|--|------------|
| 100. Gross amount due from borrower:   |           | 400. Gross amount due to seller:   |            |
| 101. Contract sales price  | 20,000.00 | 401. Contract sales price  | 20,000.00  |
| 102. Personal property   |           | 402. Personal property   |            |
| 103. Settlement charges to borrower (Line 1400)  | 660.50    | 403.   |            |
| 104.   |           | 404.   |            |
| 105.   |           | 405.   |            |
| Adjustments for items paid by seller in advance:   |           | Adjustments for items paid by seller in advance:   |            |
| 106. City/town taxes   |           | 406. City/town taxes   |            |
| 107. County taxes  |           | 407. County taxes  |            |
| 108. Assessments   |           | 408. Assessments   |            |
| 109.   |           | 409.   |            |
| 110.   |           | 410.   |            |
| 111.   |           | 411.   |            |
| 112.   |           | 412.   |            |
| 120. Gross amount due from borrower:   | 20,660.50 | 420. Gross amount due to seller:   | 20,000.00  |
| 200. Amounts paid or in behalf of borrower:  |           | 500. Reductions in amount due to seller:   |            |
| 201. Deposit or earnest money  |           | 501. Excess deposit (see instructions)   |            |
| 202. Principal amount of new loan(s)   |           | 502. Settlement charges to seller (line 1400)  | 27.00      |
| 203. Existing loan(s) taken subject to   |           | 503. Existing loan(s) taken subject to   |            |
| 204. Principal amount of second mortgage   |           | 504. Payoff of first mortgage loan   |            |
| 205.   |           | 505. Payoff of second mortgage loan  |            |
| 206.   |           | 506. Deposits held by seller   |            |
| 207. Principal amt of mortgage held by seller  |           | 507. Principal amt of mortgage held by seller  |            |
| 208.   |           | 508. BB&T Release  | 1,930.59   |
| 209.   |           | 509.   |            |
| Adjustments for items unpaid by seller:  |           | Adjustments for items unpaid by seller:  |            |
| 210. City/town taxes   |           | 510. City/town taxes   |            |
| 211. County taxes from 01/01/12 to 05/17/12  | 1.70      | 511. County taxes from 01/01/12 to 05/17/12  | 1.70       |
| 212. Assessments   |           | 512. Assessments   |            |
| 213.   |           | 513.   |            |
| 214.   |           | 514.   |            |
| 215.   |           | 515.   |            |
| 216.   |           | 516.   |            |
| 217.   |           | 517.   |            |
| 218.   |           | 518.   |            |
| 219.   |           | 519.   |            |
| 220. Total paid by/for borrower:   | 1.70      | 520. Total reductions in amount due seller:  | 1,959.29   |
| 300. Cash at settlement from/to borrower:  |           | 600. Cash at settlement to/from seller:  |            |
| 301. Gross amount due from borrower (line 120)   | 20,660.50 | 601. Gross amount due to seller (line 420)   | 20,000.00  |
| 302. Less amount paid by/for the borrower (line 220)   | (1.70)    | 602. Less total reductions in amount due seller (line 520)                                 | (1,959.29) |
| 303. Cash ( <input checked="" type="checkbox"/> From <input type="checkbox"/> To ) Borrower: | 20,658.80 | 603. Cash ( <input checked="" type="checkbox"/> To <input type="checkbox"/> From ) Seller: | 18,040.71  |

Substitute Form 1099 Seller Statement: The information contained in blocks E, G, H, and I and on line 401 is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

Seller Instructions: If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your tax return; for other transactions, complete the applicable parts of Form 4797, Form 6262 and/or Schedule D (Form 1040).

Borrower's Initial(s):

Seller's Initial(s):

H.L. McBride J.W.M.B.



| L. Settlement charges                                    |  |           |             | Borrower POC | Seller POC | Paid from<br>Borrower's<br>Funds at<br>Settlement | Paid from<br>Seller's<br>Funds at<br>Settlement |
|--|--|-----------|-------------|--------------|------------|---|---|
| 700. Total Sales/Brokers Com. based on price             | \$20,000.00 @  | % =       |             |              |            |   |   |
| 701.   | % to   |           |             |              |            |   |   |
| 702.   | % to   |           |             |              |            |   |   |
| 703. Commission paid at settlement                       |  |           |             |              |            |   |   |
| 704.   | to   |           |             |              |            |   |   |
| 800. Items payable in connection with loan:              |  |           |             | Borrower POC | Seller POC |   |   |
| 801. Loan origination fee                                | % to   |           |             |              |            |   |   |
| 802. Loan discount                                       | % to   |           |             |              |            |   |   |
| 803. Appraisal fee                                       | to   |           |             |              |            |   |   |
| 804. Credit report                                       | to   |           |             |              |            |   |   |
| 805. Lender's inspection fee                             | to   |           |             |              |            |   |   |
| 806. Mortgage insurance application fee                  | to   |           |             |              |            |   |   |
| 807. Assumption Fee                                      | to   |           |             |              |            |   |   |
| 808.   | to   |           |             |              |            |   |   |
| 809.   | to   |           |             |              |            |   |   |
| 810.   | to   |           |             |              |            |   |   |
| 811.   | to   |           |             |              |            |   |   |
| 900. Items required by lender to be paid in advance:     |  |           |             | Borrower POC | Seller POC |   |   |
| 901. Interest from                                       | to   | @         | /day        |              |            |   |   |
| 902. Mortgage insurance premium for                      | months to  |           |             |              |            |   |   |
| 903. Hazard insurance premium for                        | years to   |           |             |              |            |   |   |
| 904. Flood insurance premium for                         | years to   |           |             |              |            |   |   |
| 905.   | years to   |           |             |              |            |   |   |
| 1000. Reserves deposited with lender:                    |  |           |             | Borrower POC | Seller POC |   |   |
| 1001. Hazard insurance                                   | months @   | per month |             |              |            |   |   |
| 1002. Mortgage insurance                                 | months @   | per month |             |              |            |   |   |
| 1003. City property taxes                                | months @   | per month |             |              |            |   |   |
| 1004. County property taxes                              | months @   | per month |             |              |            |   |   |
| 1005. Annual assessments                                 | months @   | per month |             |              |            |   |   |
| 1006. Flood insurance                                    | months @   | per month |             |              |            |   |   |
| 1007.  | months @   | per month |             |              |            |   |   |
| 1008.  | months @   | per month |             |              |            |   |   |
| 1009. Aggregate accounting adjustment                    |  |           |             |              |            |   |   |
| 1100. Title charges:                                     |  |           |             | Borrower POC | Seller POC |   |   |
| 1101. Settlement or closing fee                          | to The Hogan Law Firm, LLC                                 |           |             |              | 500.00     |   |   |
| 1102. Abstract or title search                           | to Old Republic National Title Insurance Company           | 150.00    |             |              |            |   |   |
| 1103. Title examination                                  | to   |           |             |              |            |   |   |
| 1104. Title insurance binder                             | to   |           |             |              |            |   |   |
| 1105. Document preparation                               | to   |           |             |              |            |   |   |
| 1106. Notary fees  | to   |           |             |              |            |   |   |
| 1107. Attorney's Fees                                    | to   |           |             |              |            |   |   |
| (includes above item numbers: )                          |  |           |             |              |            |   |   |
| 1108. Title Insurance                                    | to Old Republic National Title Insurance Company/The Hogan |           |             |              | 115.00     |   |   |
| (includes above item numbers: )                          |  |           |             |              |            |   |   |
| 1109. Lender's coverage (Premium):                       |  |           |             |              |            |   |   |
| 1110. Owner's coverage (Premium): \$20,000.00 (\$115.00) |  |           |             |              |            |   |   |
| 1111. Endorse:   |  |           |             |              |            |   |   |
| 1112.  | to   |           |             |              |            |   |   |
| 1113.  | to   |           |             |              |            |   |   |
| 1200. Government recording and transfer charges:         |  |           |             |              |            |   |   |
| 1201. Recording fees                                     | Deed   | \$18.50   | Mortgage(s) | Releases     | \$27.00    | 18.50   | 27.00   |
| 1202. City/county tax/stamps                             | Deed   |           | Mortgage(s) |              |            |   |   |
| 1203. State tax/stamps                                   | Deed   |           | Mortgage(s) |              |            |   |   |
| 1204. Record Affidavits                                  | to   |           |             |              |            |   |   |
| 1205. Record Easements                                   | to Sumter County Clerk of the Circuit Court                |           |             |              | 27.00      |   |   |
| 1300. Additional settlement charges:                     |  |           |             | Borrower POC | Seller POC |   |   |
| 1301. Survey   | to   |           |             |              |            |   |   |
| 1302. Pest Inspection                                    | to   |           |             |              |            |   |   |
| 1303.  | to   |           |             |              |            |   |   |
| 1304.  | to   |           |             |              |            |   |   |
| 1305.  | to   |           |             |              |            |   |   |
| 1306.  | to   |           |             |              |            |   |   |
| 1307.  | to   |           |             |              |            |   |   |
| 1308.  | to   |           |             |              |            |   |   |
| 1309.  |  |           |             |              |            |   |   |
| 1400. Total settlement charges:                          |  |           |             |              |            |   |   |
| (Enter on lines 103, Section J and 502, Section K)       |  |           |             |              | 660.50     | 27.00   |   |

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
James M. Brumby  
A Leigh McBride

\_\_\_\_\_  
A Leigh McBride

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused, or will cause, the funds to be disbursed in accordance with this statement.

By: The Hogan Law Firm

As Its Authorized Representative

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

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## A. Settlement Statement

## B. Type of Loan

|                              |                                     |                                       |                          |                       |                          |
|------------------------------|-------------------------------------|---------------------------------------|--------------------------|-----------------------|--------------------------|
| <input type="radio"/> 1. FHA | <input type="radio"/> 2. FmHA       | <input type="radio"/> 3. Conv. Unins. | 6. File Number<br>11-169 | 7. Loan Number<br>ID: | 8. Mortg. Ins. Case Num. |
| <input type="radio"/> 4. VA. | <input type="radio"/> 5. Conv. Ins. |                                       |                          |                       |                          |

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER: Sumter County Board of County Commissioners, Garry Breedon, Chairman  
Address of Borrower: 7376 Powell Road (CR139), Wildwood, Florida

E. NAME OF SELLER: Jene W.M. Brumbaugh, a single woman and A. Leigh McBride, a married woman  
Address of Seller: P O BOX 938, Wildwood, Florida 34785 TIN:

F. NAME OF LENDER:  
Address of Lender:

G. PROPERTY LOCATION: 601 Gray Ave, Wildwood, Florida 34785

H. SETTLEMENT AGENT: The Hogan Law Firm, LLC TIN: 06-1668154  
Place of Settlement: 20 S. Broad Street, Brooksville, Florida 34601 Phone: 352-799-8423

I. SETTLEMENT DATE: 6/17/12 DISBURSEMENT DATE: 6/17/12

| J. Summary of borrower's transaction   |           | K. Summary of seller's transaction   |            |
|--|-----------|--|------------|
| 100. Gross amount due from borrower:   |           | 400. Gross amount due to seller:   |            |
| 101. Contract sales price  | 20,000.00 | 401. Contract sales price  | 20,000.00  |
| 102. Personal property   |           | 402. Personal property   |            |
| 103. Settlement charges to borrower (Line 1400)  | 680.50    | 403.   |            |
| 104.   |           | 404.   |            |
| 105.   |           | 405.   |            |
| Adjustments for items paid by seller in advance:   |           | Adjustments for items paid by seller in advance:   |            |
| 106. City/town taxes   |           | 406. City/town taxes   |            |
| 107. County taxes  |           | 407. County taxes  |            |
| 108. Assessments   |           | 408. Assessments   |            |
| 109.   |           | 409.   |            |
| 110.   |           | 410.   |            |
| 111.   |           | 411.   |            |
| 112.   |           | 412.   |            |
| 120. Gross amount due from borrower:   | 20,680.50 | 420. Gross amount due to seller:   | 20,000.00  |
| 200. Amounts paid or in behalf of borrower:  |           | 500. Reductions in amount due to seller:   |            |
| 201. Deposit or earnest money  |           | 501. Excess deposit (see instructions)   |            |
| 202. Principal amount of new loan(s)   |           | 502. Settlement charges to seller (line 1400)  | 27.00      |
| 203. Existing loan(s) taken subject to   |           | 503. Existing loan(s) taken subject to   |            |
| 204. Principal amount of second mortgage   |           | 504. Payoff of first mortgage loan   |            |
| 205.   |           | 505. Payoff of second mortgage loan  |            |
| 206.   |           | 506. Deposits held by seller   |            |
| 207. Principal amt of mortgage held by seller  |           | 507. Principal amt of mortgage held by seller  |            |
| 208.   |           | 508. BB&T Release  | 1,930.69   |
| 209.   |           | 509.   |            |
| Adjustments for items unpaid by seller:  |           | Adjustments for items unpaid by seller:  |            |
| 210. City/town taxes   |           | 510. City/town taxes   |            |
| 211. County taxes from 01/01/12 to 05/17/12  | 1.70      | 511. County taxes from 01/01/12 to 05/17/12  | 1.70       |
| 212. Assessments   |           | 512. Assessments   |            |
| 213.   |           | 513.   |            |
| 214.   |           | 514.   |            |
| 215.   |           | 515.   |            |
| 216.   |           | 516.   |            |
| 217.   |           | 517.   |            |
| 218.   |           | 518.   |            |
| 219.   |           | 519.   |            |
| 220. Total paid by/for borrower:   | 1.70      | 520. Total reductions in amount due seller:  | 1,959.29   |
| 300. Cash at settlement from/to borrower:  |           | 600. Cash at settlement to/from seller:  |            |
| 301. Gross amount due from borrower (line 120)   | 20,680.50 | 601. Gross amount due to seller (line 420)   | 20,000.00  |
| 302. Less amount paid by/for the borrower (line 220)   | (1.70)    | 602. Less total reductions in amount due seller (line 520)                                 | (1,959.29) |
| 303. Cash ( <input checked="" type="checkbox"/> From <input type="checkbox"/> To ) Borrower: | 20,658.80 | 603. Cash ( <input checked="" type="checkbox"/> To <input type="checkbox"/> From ) Seller: | 18,040.71  |

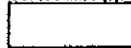
Substitute Form 1099 Seller Statement: The information contained in blocks E, G, H, and I and on line 401 is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

Seller Instructions: If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your tax return; for other transactions, complete the applicable parts of Form 4797, Form 8262 and/or Schedule D (Form 1040).

Borrower's Initial(s):

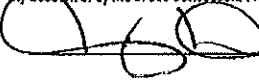


Seller's Initial(s):



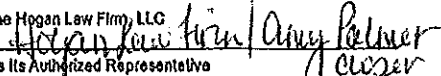
| I. Settlement charges                                    |  |         |             | Borrower POC | Seller POC | Paid from<br>Borrower's<br>Funds at<br>Settlement | Paid from<br>Seller's<br>Funds at<br>Settlement |
|--|--|---------|-------------|--------------|------------|---|---|
| 700. Total Sales/Brokers Com. based on price             | \$20,000.00 @  | %       | **          |              |            |   |   |
| 701.   | % to   |         |             |              |            |   |   |
| 702.   | % to   |         |             |              |            |   |   |
| 703. Commission paid at settlement                       |  |         |             |              |            |   |   |
| 704.   | to   |         |             |              |            |   |   |
| 800. Items payable in connection with loan:              |  |         |             | Borrower POC | Seller POC |   |   |
| 801. Loan origination fee                                | % to   |         |             |              |            |   |   |
| 802. Loan discount                                       | % to   |         |             |              |            |   |   |
| 803. Appraisal fee                                       | to   |         |             |              |            |   |   |
| 804. Credit report                                       | to   |         |             |              |            |   |   |
| 805. Lender's inspection fee                             | to   |         |             |              |            |   |   |
| 806. Mortgage insurance application fee                  | to   |         |             |              |            |   |   |
| 807. Assumption Fee                                      | to   |         |             |              |            |   |   |
| 808.   | to   |         |             |              |            |   |   |
| 809.   | to   |         |             |              |            |   |   |
| 810.   | to   |         |             |              |            |   |   |
| 811.   | to   |         |             |              |            |   |   |
| 900. Items required by lender to be paid in advance:     |  |         |             | Borrower POC | Seller POC |   |   |
| 901. Interest from                                       | to   | @       | /day        |              |            |   |   |
| 902. Mortgage insurance premium for                      | months to  |         |             |              |            |   |   |
| 903. Hazard insurance premium for                        | years to   |         |             |              |            |   |   |
| 904. Flood insurance premium for                         | years to   |         |             |              |            |   |   |
| 905.   | years to   |         |             |              |            |   |   |
| 1000. Reserves deposited with lender:                    |  |         |             | Borrower POC | Seller POC |   |   |
| 1001. Hazard insurance                                   | months @   |         | per month   |              |            |   |   |
| 1002. Mortgage insurance                                 | months @   |         | per month   |              |            |   |   |
| 1003. City property taxes                                | months @   |         | per month   |              |            |   |   |
| 1004. County property taxes                              | months @   |         | per month   |              |            |   |   |
| 1005. Annual assessments                                 | months @   |         | per month   |              |            |   |   |
| 1006. Flood insurance                                    | months @   |         | per month   |              |            |   |   |
| 1007.  | months @   |         | per month   |              |            |   |   |
| 1008.  | months @   |         | per month   |              |            |   |   |
| 1009. Aggregate accounting adjustment                    |  |         |             |              |            |   |   |
| 1100. Title charges:                                     |  |         |             | Borrower POC | Seller POC |   |   |
| 1101. Settlement or closing fee                          | to The Hogan Law Firm, LLC                                 |         |             |              |            | 600.00  |   |
| 1102. Abstract or title search                           | to Old Republic National Title Insurance Company           | 150.00  |             |              |            |   |   |
| 1103. Title examination                                  | to   |         |             |              |            |   |   |
| 1104. Title insurance binder                             | to   |         |             |              |            |   |   |
| 1105. Document preparation                               | to   |         |             |              |            |   |   |
| 1106. Notary fees  | to   |         |             |              |            |   |   |
| 1107. Attorney's Fees                                    | to   |         |             |              |            |   |   |
| (Includes above item numbers: )                          |  |         |             |              |            |   |   |
| 1108. Title Insurance                                    | to Old Republic National Title Insurance Company/The Hogan |         |             |              |            | 115.00  |   |
| (Includes above item numbers: )                          |  |         |             |              |            |   |   |
| 1109. Lender's coverage (Premium):                       |  |         |             |              |            |   |   |
| 1110. Owner's coverage (Premium): \$20,000.00 (\$115.00) |  |         |             |              |            |   |   |
| 1111. Endorse:   |  |         |             |              |            |   |   |
| 1112.  | to   |         |             |              |            |   |   |
| 1113.  | to   |         |             |              |            |   |   |
| 1200. Government recording and transfer charges:         |  |         |             |              |            |   |   |
| 1201. Recording fees                                     | Deed   | \$18.50 | Mortgage(s) | Releases     | \$27.00    | 18.50   | 27.00   |
| 1202. City/county tax/stamps                             | Deed   |         | Mortgage(s) |              |            |   |   |
| 1203. State tax/stamps                                   | Deed   |         | Mortgage(s) |              |            |   |   |
| 1204. Record Affidavits                                  | to   |         |             |              |            |   |   |
| 1205. Record Easements                                   | to Sumter County Clerk of the Circuit Court                |         |             |              |            | 27.00   |   |
| 1300. Additional Settlement charges:                     |  |         |             | Borrower POC | Seller POC |   |   |
| 1301. Survey   | to   |         |             |              |            |   |   |
| 1302. Pest Inspection                                    | to   |         |             |              |            |   |   |
| 1303.  | to   |         |             |              |            |   |   |
| 1304.  | to   |         |             |              |            |   |   |
| 1305.  | to   |         |             |              |            |   |   |
| 1306.  | to   |         |             |              |            |   |   |
| 1307.  | to   |         |             |              |            |   |   |
| 1308.  | to   |         |             |              |            |   |   |
| 1309.  | to   |         |             |              |            |   |   |
| 1400. Total settlement charges:                          |  |         |             |              |            |   |   |
| (Enter on Lines 103, Section J and 502, Section K)       |  |         |             |              |            | 680.50  | 27.00   |

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

 Borrower  
Borrower

Jane W.M. Brumbaugh Seller  
A Leigh McBride Seller

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused, or will cause, the funds to be disbursed in accordance with this statement.

The Hogan Law Firm, LLC  
By:  As Its Authorized Representative Date: 5-17-12  
WARNING: It is a crime to knowingly make false statements to the United States on U.S. or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

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**PREPARED BY/RETURN TO:**

Deborah Hogan, Esq.  
The Hogan Law Firm  
20 South Broad Street  
Brooksville, Florida 34601  
File #11-169

**PARTIAL RELEASE**

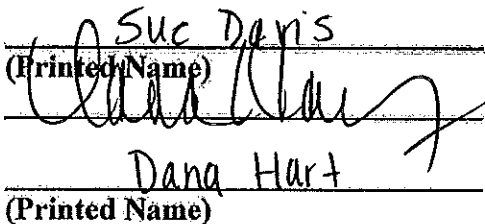
**BRANCH BANKING AND TRUST COMPANY, INC.**, whose address is P.O. Box 2127, Greenville, SC 29602, holder of the mortgage executed by **JANE W.M. BRUMBAUGH AND A. LEIGH McBRIDE**, recorded on March 28, 2000 in Official Records Book 796, Page 432, recorded in the Public Records of Sumter County, Florida, as assigned to Branch Banking and Trust Company, Inc. through merger of Colonial Bank, on the property located in Sumter County, Florida as described in the attached **Exhibit "A"**.

In Consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), **BRANCH BANKING AND TRUST COMPANY, INC.**, hereby releases from the lien of the Mortgage, the real property in Sumter County described in **Exhibit "A"**.

It is expressly understood that the release of said parcel from the lien shall not in any way affect the lien of said Deed of Trust (Mortgage) upon the remaining land there by subject to the Deed of Trust/Mortgage.


**Witnesses:**

  
\_\_\_\_\_  
Sue Davis  
(Printed Name)

  
\_\_\_\_\_  
Dana Hart  
(Printed Name)



**BRANCH BANKING AND  
TRUST COMPANY, INC.**

By:   
Printed Name: Marcia L. Pringle  
Title: Assistant Vice President

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

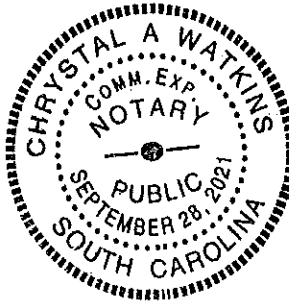
The foregoing instrument was acknowledged before me this 15 day of May, 2012,  
by Marcia L Bridgeon, the Assistant Vice President, of Branch Banking  
and Trust Company, Inc., who is personally known to me and who did not take an oath.

Crystal Watkins  
Notary Public-State of South Carolina

Chrystal A Watkins  
Print Name of Notary

My Commission Expires: 9-28-2021

\_\_\_\_\_  
Commission Number



**PARCEL NO. 19**

**COUNTY ROAD 466-A**

That part of:

Lot 6, a Plat of Sunny Dell, according to the map or plat thereof recorded in Plat Book 2, Page 16 1/2, of the Public Records of Sumter County, Florida.

lying within the following-described parcel of land:

COMMENCE AT A 6-INCH SQUARE CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; (SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA); THENCE ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 5 RUN S00°02'57"E, A DISTANCE OF 2600.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°02'57"E, A DISTANCE OF 52.64 FEET TO A 1/2-INCH IRON ROD MARKING THE WEST 1/4 CORNER OF SECTION 5; (SAID POINT ALSO BEING THE EAST 1/4 CORNER OF SECTION 6); THENCE ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 5 RUN S00°03'04"E, A DISTANCE OF 2.20 FEET TO THE CENTERLINE OF SURVEY OF COUNTY ROAD 466-A; SAID POINT ALSO BEING STATION 18+12.57 OF SAID CENTERLINE; THENCE ALONG SAID CENTERLINE OF SURVEY RUN S89°58'06"E A DISTANCE OF 2527.43 FEET TO STATION 43+40; THENCE DEPARTING SAID CENTERLINE OF SURVEY RUN N00°01'54"E, A DISTANCE OF 0.97 FEET TO THE EAST-WEST MID-SECTION LINE OF SECTION 5; THENCE CONTINUE N00°01'54"E, A DISTANCE OF 31.97 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 22,958.00 FEET AND A CHORD BEARING AND DISTANCE OF N89°30'02"W, 374.93 FEET TO WHICH A RADIAL LINE BEARS N00°58'02"E; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 0°56'09", AN ARC DISTANCE OF 374.93 FEET TO A POINT OF TANGENCY; THENCE RUN N89°58'06"W, A DISTANCE OF 917.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 22,878.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°04'40", AN ARC DISTANCE OF 829.67 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 7,540.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°05'06", AN ARC DISTANCE OF 405.97 FEET TO THE POINT OF BEGINNING.

THE LAND HEREIN DESCRIBED CONTAINS 512 SQUARE FEET, MORE OR LESS.

**PREPARED BY AND RETURN TO:**

Deborah Hogan, Esquire  
The Hogan Law Firm LLC  
20 So. Broad Street  
Brooksville, Florida 34601  
352-799-8423  
File 11-169  
Sumter 466A Parcel 19  
Parcel ID G05E006

[Space Above This Line For Recording Data]

**CLOSING AFFIDAVIT  
(BUYER)**

Before me, the undersigned authority, personally appeared Garry Breeden, Chairman of the Board of County Commissioners, Sumter County, Florida ("Affiant") as authorized representative of SUMTER COUNTY, a Political Subdivision of the State of Florida ("Buyer"), who being by me first duly sworn, on oath, deposes and says that:

1. Buyer, whose mailing address is 7375 Powell Road, Wildwood, Florida 34785, is purchasing the following described property from Jane W. M. Brumbaugh and A. Leigh McBride, whose mailing address is P.O. Box 936, Wildwood, Florida 34785. ("Seller"), to wit:

**PARCEL NO. 19**

**COUNTY ROAD 466-A**

**That part of:**

**Lot 6, a Plat of Sunny Dell, according to the map or plat thereof recorded in Plat Book 2, Page 16 1/2, of the Public Records of Sumter County, Florida.**

**lying within the following-described parcel of land:**

**COMMENCE AT A 6-INCH SQUARE CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; (SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA); THENCE ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 5 RUN S00°02'57"E, A DISTANCE OF 2600.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°02'57"E, A DISTANCE OF 52.64 FEET TO A 1/2-INCH IRON ROD MARKING THE WEST 1/4 CORNER OF SECTION 5; (SAID POINT ALSO BEING THE EAST 1/4 CORNER OF SECTION 6); THENCE ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 5 RUN S00°03'04"E, A DISTANCE OF 2.20 FEET TO THE CENTERLINE OF SURVEY OF COUNTY ROAD 466-A; SAID POINT ALSO BEING STATION 18+12.57 OF SAID CENTERLINE;**

THENCE ALONG SAID CENTERLINE OF SURVEY RUN S89°58'06"E A DISTANCE OF 2527.43 FEET TO STATION 43+40; THENCE DEPARTING SAID CENTERLINE OF SURVEY RUN N00°01'54"E, A DISTANCE OF 0.97 FEET TO THE EAST-WEST MID-SECTION LINE OF SECTION 5; THENCE CONTINUE N00°01'54"E, A DISTANCE OF 31.97 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 22,958.00 FEET AND A CHORD BEARING AND DISTANCE OF N89°30'02"W, 374.93 FEET TO WHICH A RADIAL LINE BEARS N00°58'02"E; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 0°56'09", AN ARC DISTANCE OF 374.93 FEET TO A POINT OF TANGENCY; THENCE RUN N89°58'06"W, A DISTANCE OF 917.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 22,878.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°04'40", AN ARC DISTANCE OF 829.67 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 7,540.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°05'06", AN ARC DISTANCE OF 405.97 FEET TO THE POINT OF BEGINNING.

THE LAND HEREIN DESCRIBED CONTAINS 512 SQUARE FEET, MORE OR LESS.

2. Buyer's entity status as reflected in this affidavit and the other closing documents is true and correct. If an entity, the Buyer is in current good standing. There are no actions, proceedings or other matters pending against the Buyer or in which the Buyer is a party including proceedings in bankruptcy, receivership or insolvency, nor are there any judgments, bankruptcies, liens or executions of any nature which constitute or could constitute a charge or lien upon said Property or that could attach to the Property prior to the recording of the interests to be insured, and Buyer has not and will not execute any instrument (nor permit any action to be taken) that would adversely affect the title or interests to be insured. .
3. To the best of Buyer's knowledge, information, and belief: (a) within the past 90 days there have been no improvements, alterations, or repairs to the above described property for which the costs thereof remain unpaid, and that within the past 90 days there have been no claims for labor or material furnished for repairing or improving the same, which remain unpaid; (b) there are no actual or potential mechanic's, materialmen's, or laborer's liens against the property; (c) there are no tenancies, leases or other occupancies (oral or written) affecting the property; and (d) no other person or entity has any contract to purchase, option to purchase, right of first refusal, or other potential claim of right to purchase the Property.
4. Buyer knows of no violations of municipal ordinances pertaining to the Property, or any action or proceeding relating to the Property which is pending in any court, or governmental agency action nor does the Buyer know of any judgment, tax lien, or other matter of any nature whatsoever which could or does create a cloud on the title to the Property.



5. This Affidavit is given for the purpose of clearing any possible question or objection to the title to the above Property and, for the purpose of inducing **The Hogan Law Firm LLC and Old Republic National Title Insurance Company** to issue title insurance on the Property, with the knowledge that said companies are relying upon the statements set forth herein.
6. Buyer hereby holds **The Hogan Law Firm LLC and Old Republic National Title Insurance Company** harmless and fully indemnifies same (including but not limited to attorneys' fees, whether suit be brought or not, and at trial and all appellate levels, and court costs and other litigation expenses) with respect to the matters set forth herein. "Affiant", "Seller" and "Buyer" include singular or plural as context so requires or admits. Buyer is familiar with the nature of an oath and with the penalties as provided by the laws of the United States and the State of Florida for falsely swearing to statements made in an instrument of this nature. Buyer has read, or heard read, the full facts of this Affidavit and understands its context.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

SUMTER COUNTY, a political subdivision of  
The State of Florida

By: \_\_\_\_\_

Garry Breeden, Chairman  
Sumter County Board of County Commissioners

STATE OF FLORIDA     )  
COUNTY OF SUMTER    )

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, **Garry Breeden, Chairman, Sumter County Board of County Commissioners**, who is personally known to me or who produced \_\_\_\_\_ as identification and who did/did not take an oath and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed on 15<sup>th</sup> day of May, 2012.

(SEAL)



Tina Chavez  
Notary Public

Tina Chavez  
Notary Name Printed

## COMPLIANCE AND TAX PRORATION AGREEMENT

|                    |   |
|--------------------|---|
| CLOSING DATE:      | May 17, 2012  |
| SELLER(S):         | Jane W. M. Brumbaugh and A. Leigh McBride   |
| BUYER(S):          | SUMTER COUNTY, a political subdivision of the State of Florida  |
| LEGAL DESCRIPTION: | <p>PARCEL NO. 19                      COUNTY ROAD 466-A</p> <p>That part of:</p> <p>Lot 6, a Plat of Sunny Dell, according to the map or plat thereof recorded in Plat Book 2, Page 16 1/2, of the Public Records of Sumter County, Florida.</p> <p>lying within the following-described parcel of land:</p> <p>COMMENCE AT A 6-INCH SQUARE CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; (SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA); THENCE ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 5 RUN S00°02'57"E, A DISTANCE OF 2600.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°02'57"E, A DISTANCE OF 52.64 FEET TO A 1/2-INCH IRON ROD MARKING THE WEST 1/4 CORNER OF SECTION 5; (SAID POINT ALSO BEING THE EAST 1/4 CORNER OF SECTION 6); THENCE ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 5 RUN S00°03'04"E, A DISTANCE OF 2.20 FEET TO THE CENTERLINE OF SURVEY OF COUNTY ROAD 466-A; SAID POINT ALSO BEING STATION 18+12.57 OF SAID CENTERLINE; THENCE ALONG SAID CENTERLINE OF SURVEY RUN S89°58'06"E A DISTANCE OF 2527.43 FEET TO STATION 43+40; THENCE DEPARTING SAID CENTERLINE OF SURVEY RUN N00°01'54"E, A DISTANCE OF 0.97 FEET TO THE EAST-WEST MID-SECTION LINE OF SECTION 5; THENCE CONTINUE N00°01'54"E, A DISTANCE OF 31.97 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 22,958.00 FEET AND A CHORD BEARING AND DISTANCE OF N89°30'02"W, 374.93 FEET TO WHICH A RADIAL LINE BEARS N00°58'02"E; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 0°56'09", AN ARC DISTANCE OF 374.93 FEET TO A POINT OF TANGENCY; THENCE RUN N89°58'06"W, A DISTANCE OF 917.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 22,878.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°04'40", AN ARC DISTANCE OF 829.67 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 7,540.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°05'06", AN ARC DISTANCE OF 405.97 FEET TO THE POINT OF BEGINNING.</p> <p>THE LAND HEREIN DESCRIBED CONTAINS 512 SQUARE FEET, MORE OR LESS.</p> |

|                       |                         |
|-----------------------|-------------------------|
| CLOSING/ESCROW AGENT: | The Hogan Law Firm, LLC |
| FILE NO:              | 11-169                  |
| SUMTER 466A PARCEL :  | 19                      |

WE, the undersigned Seller(s) and Buyer(s) of the above captioned property, hereby acknowledge that the following are conditions regarding the transfer of the above captioned property:


1. That all contingencies and conditions precedent to the closing have been complied with or have been waived.
2. That the proration of taxes as shown by the closing statement on this date has been made on the basis of:
  - ☒ Taxes for the previous year, which were 1,405.01 are paid.
  - ☐ An estimate of current year's tax, based on the latest information with regard to current millage, assessed valuation and exemption allowed.
  - ☐ No tax proration has been made.
3. That both Buyer(s) and Seller (s) have accepted such proration as a final determination of liability for taxes between the parties and neither The Hogan Law Firm, LLC nor Old Republic National Title Insurance Company shall have any responsibility therefore.
4. That all utility bills (unrecorded assessments and association dues, if applicable), including but not limited to water, sewer, gas, garbage and electric are paid or payment has been provided for by the Seller, and is not the responsibility of the Buyer or Closing Agent. Such matters will be handled outside of closing even if such matters appear on the closing statement.
5. The undersigned(s) agree(s), if requested by the Seller, Buyer, Title Insurance Agent, Closing Agent, Old Republic National Title Insurance Company and/or The Hogan Law Firm, LLC to fully cooperate in correcting any errors in the closing documents or exhibits, if deemed necessary or desirable to complete for foregoing transaction as contemplated by the parties. The undersigned(s) do hereby covenant and agree to fully cooperate in a timely manner with the Seller, Buyer, Title Insurance Agent, Closing Agent, Old Republic National Title Insurance Company and/or The Hogan Law Firm, LLC to initial such changes in, or re-execute, when requested, such documents as may be submitted to the undersigned(s). It is understood that the undersigned(s) will not incur any expense of preparing or recording such documents as such expenses shall be borne by the party requesting the change.
6. The undersigned acknowledge that The Hogan Law Firm, LLC represents the Buyer in this transaction only and does not represent the Seller in this transaction. The Seller has had the opportunity to consult with independent counsel of their choice in this

transaction and they either have their own legal counsel to advise and represent them, or have elected not to be represented by an attorney in this transaction.

7. Seller hereby holds The Hogan Law Firm, LLC and Old Republic National Title Insurance Company harmless and fully indemnifies same including but not limited to attorney's fees, whether suit be brought or not, and at trial and all appellate levels, and court costs and other litigation expenses with respect to the matters set forth herein.

THE UNDERSIGNED DO HEREBY agree to the terms of this above Compliance and Tax Proration Agreement.

SUMTER COUNTY, a political subdivision of the  
State of Florida

By:   
Garry Breedon, Chairman, Sumter County  
Board of County Commissions

\_\_\_\_\_  
Jane W. M. Brumbaugh

\_\_\_\_\_  
A. Leigh McBride